

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



In re application of

Stephen L. Mayo et al.

Serial No. 10/057,552

Filed: January 25, 2002

For: ***Apparatus and Method for
Automated Protein Design***

Group No. 1637

Examiner: Kim, Young J.

CERTIFICATE OF MAILING

I hereby certify that this correspondence, including listed enclosures, is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Fee Amendment, Commissioner for Patents, P. O. Box 1450, Alexandria, Virginia 22313-1450 on

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Signed: *Jerre Valles*
Jerre Valles

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The Petitioner, **California Institute of Technology**, represents that it is the assignee of the entire right, title, and interest of the instant application, U.S. Patent Application Serial No. 10/057,552, which is a continuation application of U.S. Patent Application Serial No. 09/714,357, filed November 15, 2000, now 10/057,552, which is a continuation application of U.S. Patent Application Serial No. 09/058,459, filed April 19, 1998, which claims the benefit of U.S. Patent Application Serial No. 60/087,561, filed June 1, 1998, U.S. Patent Application No. 60/061,097, filed October 3, 1997, U.S. Patent Application Serial No. 60/054,678, filed August 4, 1997, and U.S. Patent Application Serial No. 60/043,464, filed April 11, 1997.

Written assignment proof for U.S. Patent Application Serial No. 10/057,552 is recorded in the U.S. Patent and Trademark Office at Reel/Frame 010893/0095 and was recorded on June 12, 2000.

California Institute of Technology hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are

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commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, California Institute of Technology does not disclaim the terminal part of any patent granted on the instant application, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee, California Institute of Technology.

I, the undersigned, hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that willful, false statements may jeopardize the validity/enforceability of the application or any patent issued thereon.

CALIFORNIA INSTITUTE OF TECHNOLOGY

Dated: January 15, 2004

By: Robin M. Silva

Name: Robin M. Silva

Title: Partner, Dorsey & Whitney